

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

WAVETRONIX LLC, an Idaho limited
liability company,

Plaintiff,

v.

ITERIS, INC., a Delaware corporation,

Defendant.

CIVIL ACTION NO. 6:21-cv-899

**COMPLAINT FOR
BREACH OF CONTRACT**

Plaintiff Wavetronix LLC complains and alleges against Defendant Iteris, Inc., as follows:

THE PARTIES

1. Plaintiff Wavetronix LLC (hereinafter “Wavetronix” or “Plaintiff”) is an Idaho limited liability company with its principal place of business at 1827 West South Park Street, Springville, Utah.

2. On information and belief, Defendant Iteris, Inc. (hereinafter “Iteris” or “Defendant”) is a Delaware corporation with its principal place of business at 1700 Carnegie Avenue, Santa Ana, California.

SUBJECT MATTER JURISDICTION

3. There is complete diversity of citizenship between Wavetronix and Iteris. The amount in dispute in this action, exclusive of interest and costs, exceeds the sum of \$75,000. Therefore, this Court has jurisdiction over this dispute by virtue of 28 U.S.C. § 1332.

PERSONAL JURISDICTION AND VENUE

4. The parties have consented to personal jurisdiction and venue in the Western District of Texas for purposes of enforcement of the agreement that is the subject matter of this dispute.

5. Iteris has continuous and systematic contacts with the State of Texas. Iteris is registered to do business in Texas with a place of business at 1250 South Capital of Texas Hwy, Austin, Texas. Iteris has appointed Corporation Service Company d/b/a/ CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas, as its registered agent for service of process. On information and belief, Iteris has sold and offered for sale the Vantage Vector sensors incorporating Continuous Mode Functionality within the Western District of Texas.

6. This Court also has personal jurisdiction over Iteris pursuant to Fed.R.Civ.P. 4(k)(1)(A) and the Texas Long-Arm Statute, Tex. Civ. Prac. & Rem. Code Section 17.042. This Court's exercise of personal jurisdiction over Iteris is consistent with the Constitution of the United States.

7. Pursuant to 28 U.S.C. §§ 1391(c)(2) and 1391(d), Iteris is deemed to reside in this judicial district for purposes of venue.

8. Venue is proper in this judicial district pursuant to, at least, 28 U.S.C. §§ 1391(b)(1) and 1391(b)(2).

NATURE OF THE CLAIMS

9. This is an action to for breach of a settlement agreement and for specific performance of the agreement and, in the alternative, to recover damages.

BACKGROUND

10. Wavetronix is a world leader in intelligent transportation systems, including advanced radar sensors, power and communication solutions and data management appliances.

11. On or about March 13, 2015, Wavetronix and Iteris entered into a settlement agreement (the “Agreement”) for valuable consideration to resolve a patent infringement suit commenced by Wavetronix against Iteris with respect to Iteris’s Vantage Vector traffic control sensor. The patent infringement suit was filed in the Western District of Texas. A true and correct copy of the Agreement is attached as Exhibit 1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible][illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. Section 10.5 of the Agreement states that “[t]he Parties consent to exclusive jurisdiction and venue for any claim arising under or relating to this Agreement, including any claim for enforcement of this Agreement or any claim arising out of breach this Agreement, in the United States District Court for the Western District of Texas.”

CLAIM FOR RELIEF

18. The Agreement is an enforceable agreement between Wavetronix and Iteris.

19. Wavetronix has performed all terms and conditions of the Agreement its part to perform or satisfy.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22. Alternatively, if the Court finds Wavetronix is not entitled to specific performance, Wavetronix is entitled to damages for Iteris's breach of the Agreement, in an amount to be established upon proper proof at trial.

23. Wavetronix is entitled to recover the attorney's fees incurred in the prosecution of its claim for breach of the Agreement pursuant to Tex. Civ. Prac. & Rem. Code Section 38.001.

PRAYER FOR RELIEF

WHEREFORE, Wavetronix requests that the Court grant Wavetronix the following relief:

1. A judgment finding Iteris liable for breach of the Agreement.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4. An award of attorney's fees pursuant to Tex. Civ. Prac. & Rem. Code Section 38.001.

5. An award of pre-judgment and post-judgment interest;

6. An award of costs in bringing this action; and

7. All other relief which this Court in its discretion deems just, proper, and equitable.

JURY DEMAND

Wavetronix hereby demands a trial by jury on all issues so triable.

DATED this 27th day of August, 2021.

Respectfully submitted,

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